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7 Attorneys for Defendant and Counter-Plaintiff
ConocoPhillips Company

18 Defendant and Counter-Plaintiff ConocoPhillips Company (“ConocoPhillips ”) hereby
19 proposes the following Special Verdict Form.¹

20 Dated: August 8, 2008

GLYNN & FINLEY, LLP
CLEMENT L. GLYNN
ADAM FRIEDENBERG

By 
Al Eick
Attorneys for Defendant and Counter-
Plaintiff ConocoPhillips Company

²⁷ ¹ The parties have worked together in an attempt to submit a proposed special verdict form. The
²⁸ parties were unable to reach agreement on all sections of the form of verdict and ConocoPhillips
therefore submits this proposed form for the Court's consideration.

Special Verdict Form

3 Do you find from a preponderance of the evidence:

4 1. That defendant and counter-plaintiff ConocoPhillips Company (“ConocoPhillips”) has
5 proven that its offer to sell its equipment and improvements to plaintiff and counter-
6 defendant Houtan Petroleum, Inc. (“Houtan”) was “bona fide”?

7 Answer Yes or No: _____

8 Proceed to Question No. 2.

9 2. That Houtan breached its contract with ConocoPhillips by refusing to permit ConocoPhillips
10 to remove its equipment and improvements from Houtan's service station after termination
11 of the parties' franchise agreement?

12 Answer Yes or No:

13 Proceed to Question No. 3.

14 3. That Houtan has committed a conversion by refusing to permit ConocoPhillips to remove its
15 equipment and improvements after termination of the parties' franchise agreement?

16 Answer Yes or No: _____

If you answered "Yes" to Question No. 2 or 3, proceed to Question No. 4.

18 If you answered "No" to Question No. 2 and 3, skip Question Nos. 4 and 5 and proceed
19 to Question No. 6.

20 4. That ConocoPhillips was monetarily damaged as a result of Houtan's failure to permit
21 ConocoPhillips to remove its equipment and improvements after the parties' franchise
22 agreement terminated?

23 Answer Yes or No:

24 If you answered “Yes” to Question No. 4, proceed to Question No. 5.

25 If you answered “No” to Question No. 4, skip Question No. 5 and proceed to Question
26 No. 6.

27 5. What do you find to be the monthly fair market rental value of ConocoPhillips' equipment
28 and improvements that ConocoPhillips should be awarded as its damages as a result of

1 Houtan Petroleum's failure to permit ConocoPhillips to remove its equipment and
2 improvements?

3 Answer with a dollar amount: \$ _____

4 Proceed to Question No. 6.

5 6. Was Houtan Petroleum unjustly enriched by retaining control and possession of ConocoPhillips'
6 equipment and improvements after termination of the parties' franchise agreement?

7 Answer Yes or No _____

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9 If you answered "Yes" to Question No. 6 proceed to Question No. 7.

10 If you answered "No" to Question No. 6, skip Question No. 7 and proceed to Question No. 8.

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12 7. What profits did Houtan Petroleum receive as a result of its use of ConocoPhillips'
13 equipment and improvements since the termination of the parties' franchise agreement?

14 Answer with a dollar amount: \$ _____

15 Proceed to Question No. 8 only if you answered "Yes" to Question No. 3, above.

16 If you answered "No" to Question No. 3, skip Question Nos. 8 and 9 and have your
17 foreperson sign and date this form below.

18 Do you find by clear and convincing evidence:

19 8. That Houtan acted with malice, fraud or oppression, or willfully or with reckless
20 disregard of ConocoPhillips' rights, by refusing to allow ConocoPhillips to remove its
21 equipment and improvements following termination of the parties franchise agreement?

22 If you answered "Yes" to Question No. 8, proceed to Question No. 9.

23 If you answered "No" to Question No. 8, skip Question No. 9 and have your foreperson
24 sign and date this form below.

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1 9. What do you find to be the amount of punitive damages that ConocoPhillips should be
2 awarded as a result of Houtan Petroleum's conversion of ConocoPhillips' equipment and
3 improvements?

4 Answer with a dollar amount: \$ _____

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7 Date: August ___, 2008

Foreperson

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